UNITED STATES DISTRICT COURT
DISTRICT OF RHODE ISLAND

WILLIAM R. MCCORMICK, III

v. C.A. NO. 09-474-S

MARCELLA E. DRESDALE;
RICHARD C. DRESDALE, and

BROWN UNIVERSITY IN PROVIDENCE IN THE STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS,

ANSWER, AFFIRMATIVE DEFENSES AND JURY TRIAL DEMAND OF DEFENDANT BROWN UNIVERSITY

Pursuant to Federal Rules of Civil Procedure 8(b) and 12(a)(4) and in accordance with this Court's Order dated April 28, 2010,[1] Defendant Brown University ("Brown" or the "University") answers the Amended Complaint as follows:

1. Paragraph 1 of the Amended Complaint states an incorrect summary of the case. Brown denies any liability whatsoever to Plaintiff William R. McCormick, III.

Parties and Jurisdiction

2. Brown admits the allegations in the first sentence of paragraph 2 of the Amended Complaint. It denies that paragraph 2 accurately states the chronology of events that occurred during September and October 2006.

[1] Pursuant to this Court's Order dated April 28, 2010, the claims of Carol A. McCormick and William R. McCormick, II were dismissed. The Court dismissed William R. McCormick, III's claims against the following individuals: Ruth Simmons, David Kertzer, Margaret Klawunn, Carla Hansen, Terry H. Addison, Robert Samuels, Jonah (Alan) Ward, Richard Bova, Rosario Navarro, Michelle Nuey, Col. Mark Porter, Yolanda Castillo- Appolonio, Chung Nguygen and Shane Reil. Further, as noted herein, several of William R. McCormick, III's claims against Brown were dismissed.

3. Brown admits only that Carol A. McCormick and William R. McCormick, II are the parents of William R. McCormick, III. Pursuant to the Court's Order dated April 28, all of the claims asserted by Carol A. McCormick and William R. McCormick, II have been dismissed.

4. Brown admits the description of the parties in paragraph 4 of the Amended Complaint, to the extent that the description refers to the two individuals identified in paragraphs 5 and 6 of the Amended Complaint.

5. Brown admits that Marcella Dresdale enrolled as a student at the University at the start of the 2006/07 academic year and that she is scheduled to graduate from the University in May 2010.

6. Brown admits that Richard C. Dresdale is the father of Marcella Dresdale, but it lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 6 of the Amended Complaint.

7. Pursuant to this Court's Order dated April 28, 2010, Brown remains as a defendant in this litigation. The claims against all of the individuals identified in paragraphs 9-23 of the Amended Complaint have been dismissed.

8. Brown admits the allegations in paragraph 8 of the Amended Complaint.

9. Brown admits that Ruth Simmons was the President of the University during September – October 2006. Brown lacks knowledge or information sufficient to form a belief regarding the time frame referenced as "at all relevant times." Brown admits that Ruth Simmons is a resident of Rhode Island.

10. Brown admits that David Kertzer was the Provost of the University during September – October 2006. Brown lacks knowledge or information sufficient to form a belief

regarding the time frame referenced as "at all relevant times." Brown admits that David Kerzer is a resident of Rhode Island.

11. Brown admits that Russell Carey was employed by the University during September – October 2006 as Interim Vice President for Campus Life and Student. Brown admits that Russell Carey is a resident of Rhode Island.

12. Brown admits that Margaret Klawunn was employed at the University during September – October 2006 as an Associate Vice President for Campus Life/Dean of Student Life. Brown admits that Margaret Klawunn is a resident of Rhode Island.

13. Brown admits that Carla Hansen was employed at the University during September – October 2006 as an Associate Dean of Student Life. Brown admits that Carla Hansen is a resident of Rhode Island.

14. Brown admits that Terry H. Addison was employed at the University during September – October 2006 as an Associate Dean of Student Life. Brown admits that Terry H. Addison is a resident of Rhode Island.

15. Brown admits that Robert Samuels was employed at the University during September – October 2006 as an Associate Dean of Student Life. Robert Samuels is no longer employed at Brown, and the University lacks knowledge or information sufficient to form a belief as to his current place of residence.

16. Brown admits that Jonah Ward was employed at the University during September – October 2006 as a Senior Associate Dean. Brown admits that Jonah Ward is a resident of Rhode Island.

17. Brown admits that Richard Bova was employed at the University during September – October 2006 as a Senior Associate Dean. The Amended Complaint misstates Richard Bova's residency. He is a resident of Connecticut.

18. Brown admits that Rosario Navarro was employed at the University during September – October 2006 as an Assistant Director of Residential Life. Brown admits that Rosario Navarro is a resident of Rhode Island.

19. Brown admits that Michelle Nuey was employed at the University during September – October 2006 within its Department of Public Safety. Brown admits that Michelle Nuey is a resident of Rhode Island.

20. Brown admits that Mark Porter was employed at the University during September – October 2006 as the University's Chief of Police and Director of Public Safety. The Amended Complaint misstates Mark Porter's residency. He is a resident of Massachusetts.

21. Brown admits that Yolanda Castillo-Appollonio was employed at the University during September – October 2006 as an Assistant Dean of Student Life. Brown admits that Yolanda Castillo-Appollonio is a resident of Rhode Island.

22. Brown admits that Chung Nguyen, a graduate student at the University, served during September – October 2006 as a Dorm Community Director, a position for which he received compensation. Brown admits that Chung Nguyen is a resident of Rhode Island.

23. Brown admits that Shane Reil, a student at the University, served during September-October 2006 as a Residential Coordinator, a position for which he received compensation. Shane Reil is no longer a student at the University. Upon information and belief, Shane Reil is a resident of Massachusetts.

24. Brown admits that William R. McCormick, III has stated disputed claims that satisfy the requirements of 28 U.S.C. § 1332.

25. Brown admits that it has maintained sufficient minimal contacts within Rhode Island to satisfy the requirements of this Court's subject matter jurisdiction pursuant to the Rhode Island Long-Arm Statute.

Individuals Referenced in the Complaint

26. Brown admits that Amanda Bauer was a student at the University during the Fall 2006 semester, but Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegation in paragraph 26 of the Amended Complaint regarding any friendship that she may have had with Marcella Dresdale, and leaves William R. McCormick, III to this proof thereof.

27. Brown admits that Laura Bayley was a student at the University during the Fall 2006 semester and Marcella Dresdale's roommate in campus housing, but Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegation in paragraph 26 of the Amended Complaint regarding any friendship that she may have had with Marcella Dresdale, and leaves William R. McCormick, III to this proof thereof.

28. Brown admits that Katie Lynn Evans was a student at the University during the Fall 2006 semester, but it lacks knowledge or information sufficient to form a belief regarding any friendship that she may have had with Marcella Dresdale.

29. Brown admits that Michael Burch was an Assistant Wrestling Coach at the University during the Fall 2006 semester and acted as an advisor to William McCormick during the disciplinary process.

General Allegations

30. Brown admits the description of William R. McCormick, III's high school class ranking and grade point average. Brown admits that William R. McCormick, III was a student wrester. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 30 of the Amended Complaint, and leaves William R. McCormick, III to his proof of the same.

31. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 31 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

32. Brown admits that members of the University staff interacted with William R. McCormick, III in or about 2005 as a prospective student exploring the possibility of applying for admission to the University. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 32 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

33. Brown admits that it offered William R. McCormick, III a place in the Class of 2010 and that, consistent with its need-based financial aid policy that applies to all applicants for financial aid, awarded him need based financial assistance. Brown denies the remaining allegations of paragraph 33 of the Amended Complaint.

34. Brown admits the allegations in paragraph 34 of the Amended Complaint.

35. Brown lacks knowledge or information sufficient to form a belief regarding the truth of the allegations stated in paragraph 35 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

36. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 36 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

37. Brown admits that William R. McCormick, III's applied for and was granted admission to the University as part of the Class of 2010. Brown admits that, consistent with its need-based financial aid policy that applies to all applicants for financial aid, the University awarded William R. McCormick, III need based financial assistance. Brown denies the remaining allegations of paragraph 37 of the Amended Complaint.

38. Brown admits that, consistent with its need-based financial aid policy that applies to all applicants for financial aid, the University awarded William R. McCormick, III need based financial assistance. Brown admits that such need-based awards are made following a review of the financial resources of the applicant and his family, a review which is conducted annually.

39. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 39 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

40. Brown admits that it regularly communicates with students' parents about students' progress at the University, subject to the restrictions of the federal Family Education Rights and Privacy Act. Brown denies the remaining allegations in paragraph 40 of the Amended Complaint.

41. Brown admits that William R. McCormick, III enrolled at the University as a member of the Class of 2010 at the start of the Fall 2006 semester.

42. Brown admits, based upon information reported to the University, that William R. McCormick, III interacted with Marcella Dresdale during the first few days of the Fall 2006

semester, interactions which led Ms. Dresdale to file complaints against him with the University. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 42 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

43. Brown admits that, at the beginning of the Fall 2006 semester, William R. McCormick, III and Marcella Dresdale resided on different floors of the same dormitory.

44. Brown admits that William R. McCormick, III's hometown is Wausheka, Wisconsin. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 44 of the Amended Complaint characterizing William R. McCormick III's physical appearance and leaves Plaintiff to his proof thereof.

45. Brown admits that Marcella Dresdale attended a secondary school in Greenwich, Connecticut. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 45 of the Amended Complaint characterizing Ms. Dresdale's physical appearance and leaves William R. McCormick, III to his proof thereof.

46. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 46 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

47. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 47 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

48. Brown admits that it received a statement from Laura Bayley, which has been disclosed to William R. McCormick, III, the content of which speaks for itself.

49. Brown admits that Shane Reil met with Marcella Dresdale and Laura Bayley and that Marcella Dresdale and Laura Bayley described William R. McCormick, III in the manner stated in the second and third sentences of paragraph 49 of the Amended Complaint. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 49 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

50. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations stated in paragraph 50 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

51. Brown admits that Shane Reil contacted Andrea Maldonado, the Community Director on call, who then called Carla Hansen, the Brown Dean on Call. Brown denies the allegations in the first sentence and lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations of paragraph 51 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

52. Brown admits that Dean Hansen spoke with Beth Dresdale during the early morning of September 6, 2006 and that Marcella Dresdale declined to name William R. McCormick, III at that time. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations of paragraph 52 of the Amended Complaint concerning what Marcella Dresdale "realized" and leaves William R. McCormick, III to his proof thereof. Brown denies the remaining allegations in paragraph 52 of the Amended Complaint.

53. Brown admits that Dean Hansen spoke with Shane Reil during the early morning hours of September 6, 2006 and scheduled a meeting with Marcella Dresdale for 9 a.m. that day. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining

allegations of paragraph 53 of the Amended Complaint and leaves William R. McCormick, III to his proof thereof.

54. Brown admits that Dean Hansen met with Beth Dresdale on September 6, 2006 and that Dean Hansen referred Marcella Dresdale to Michelle Nuey. Except as specifically admitted, Brown denies the characterization of the meeting as described in paragraph 54 of the Amended Complaint and leaves William R. McCormick, III to his proof of the same.

55. Brown denies that the allegations in paragraph 55 of the Amended Complaint correctly describe the meeting between Carla Hansen and Marcella Dresdale, particularly its misleading suggestion that Marcella Dresdale "acceded" to Dean Hansen's referral to Michelle Nuey, a Special Victim's Advocate. Brown admits that Dean Hansen requested that Marcella Dresdale contact her after Marcella Dresdale's meeting with the Special Victim's Advocate.

56. Brown denies that the allegations pled in paragraph 56 of the Amended Complaint properly describe Brown's Department of Public Safety.

57. Brown admits that Michelle Nuey, a Special Victim's Advocate in Brown's Department of Public Safety, met with Marcella Dresdale on September 6, 2006. Brown denies that paragraph 57 of the Amended Complaint fully describes the nature of the topics that the Special Victim's Advocate reviewed with the students during the meeting.

58. Brown admits only that Marcella Dresdale did not have direct communication with Dean Hansen on the evening of September 6, 2006.

59. Brown admits that Dean Hansen properly sought the name of the alleged stalker due her concerns for the safety of Marcella Dresdale.

60. Based upon the information provided to Brown during its investigation of the allegations against William R. McCormick, III, the University was informed that Marcella

Dresdale returned to her dormitory room at approximately 6:00 p.m. on September 6, 2006 and remained there instead of going to dinner with other students and that she was told by at least one student to stay in her room with the door locked because of her fear of William R. McCormick, III.

61. Brown denies that the allegations in paragraph 61 of the Amended Complaint accurately describe the events of the evening of September 6, 2006, particularly in their incorrect depiction of Dean Hansen's ongoing efforts to conduct an appropriate investigation into the allegations that Marcella Dresdale made earlier in that day that she was being stalked by another student. Regarding the allegations pled in this paragraph, Brown admits only that, during the evening of September 6, 2006, Marcella Dresdale authorized Shane Reil to disclose William R. McCormick, III's name to Dean Hansen.

62. Brown admits that Shane Reil reported to Dean Hansen that Marcella Dresdale did not wish to engage in further pursuit of her allegations, that night, against William R. McCormick, III. The allegations omit the fact that Dean Hansen told Shane Reil to inform Marcella Dresdale that she should come to the Office of Student Life the next morning to file a Campus Incident Complaint Form and meet with a Dean regarding her allegations.

63. Brown admits that Shane Reil relayed Dean Hansen's message to Marcella Dresdale. Based upon information provided to Brown during its investigation of the allegations against William R. McCormick, III, students reported that Marcella Dresdale attended a birthday party in her dormitory that evening.

64. Based upon information provided to Brown during its investigation of the allegations against William R. McCormick, III, students reported that William R. McCormick, III attended a birthday party in his dormitory that evening.

65. Brown admits that Marcella Dresdale filed a Campus Incident Complaint Form that was received by Dean Terry Addison on September 7, 2006. The description of Marcella Dresdale's statement in paragraph 65 of the Amended Complaint is incomplete. Marcella Dresdale attached a detailed statement in support of her complaint that William R. McCormick, III was engaging in a pattern of behavior consistent with stalking.

66. Brown denies the allegations in paragraph 66 of the Amended Complaint.

67. Brown admits that it took prompt action in response to the complaint filed by Marcella Dresdale because of the serious nature of the allegations against William R. McCormick, III. Brown admits that it presented both William R. McCormick, III and Marcella Dresdale with a letters dated September 7, 2006 ordering each to refrain from any contact direct or indirect with the other. Both letters were signed by Dean Addison. Brown denies the allegations in the last two sentences of paragraph 67 of the Amended Complaint and any incorrect allegation that its issuance of the no-contact orders was not proper.

68. Brown admits only that Marcella Dresdale and William R. McCormick, III resided in the same residential hall as of September 7, 2006, but it denies the remaining allegations in paragraph 68 of the Amended Complaint.

69. Brown admits only that, following its issuance of the no-contact order to William R. McCormick, III, it received information that William R. McCormick, III was not complying with its terms. Brown denies the remaining allegations as pled in paragraph 69 of the Amended Complaint, except that it informed William R. McCormick, III that he would be provided with a new dormitory room assignment.

70. Brown admits that, following the reported violation of the no-contact order, William R. McCormick, III was provided with a new dormitory room assignment.

71. Brown denies the allegations in paragraph 71 of the Amended Complaint.

72. Brown denies the allegations in paragraph 72 of the Amended Complaint.

73. Brown admits that Richard Dresdale as an alumni, donor, and parent has periodically been in contact with Brown administrators.

74. Brown denies the allegations in paragraph 74 of the Amended Complaint.

75. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations purporting to describe the subjective beliefs of the two referenced students.

76. Brown admits only that the two referenced students provided the University with written statements regarding their interactions with Marcella Dresdale during the evening of September 12, 2006. Brown denies that the allegations as pled in paragraph 76 of the Amended Complaint accurately and fully describe the matters reported by the two students.

77. Brown lacks knowledge or information sufficient to form a belief regarding the truth of the allegations pled in paragraph 77 of the Amended Complaint.

78. Brown admits only that the two referenced students provided the University with written statements regarding their interactions with Marcella Dresdale during the evening of September 12, 2006. Brown denies that the allegations as pled in paragraph 78 of the Amended Complaint accurately and fully describe the matters reported by the two students.

79. Brown admits only that it received reports from Marcella Dresdale alleging that William R. McCormick had sexually assaulted her.

80. Brown repeats and incorporates its response to paragraph 80 above.

81. Brown admits only that Marcella Dresdale and Shane Reil, who accompanied Ms. Dresdale at her request, appeared in the Office of Student Life on September 13, 2006 regarding

Ms. Dresdale's allegations that she had been sexually assaulted by William R. McCormick, III. Brown denies the alleged description of Marcella Dresdale's conduct at the meeting.

82. Brown admits that Marcella Dresdale asked Shane Reil to summarize for the Deans the information she told him about the alleged sexual assault. In the presence of Marcella Dresdale, Shane Reil related the information given to him by Marcella Dresdale about the alleged sexual assault by William R. McCormick, III. Brown denies the remaining allegations in paragraph 82 of the Amended Complaint.

83. Brown denies the allegations in the first sentence of paragraph 83 of the Amended Complaint. The second sentence states a conclusion of law, and the complaint speaks for itself.

84. Brown denies the characterization of the complaint as an amended complaint. It admits that Marcella Dresdale reported to the Office of Student Life allegations that she had been sexually assaulted by William R. McCormick, III.

85. Brown denies the allegations in paragraph 85 of the Amended Complaint.

86. Brown denies the allegations in paragraph 86 of the Amended Complaint.

87. Brown denies the allegations as stated in paragraph 87 of the Amended Complaint. Brown specifically states that Marcella Dresdale was advised of her right and/or responsibility to "report any information which may constitute a violation of Rhode Island or federal criminal law to the appropriate law enforcement authorities," and Marcella Dresdale declined Brown's offer of assistance in reporting the information to the police. Consistent with the customary practice of college and universities, Brown did not report Marcella Dresdale's allegation to external law enforcement authorities.

88. Brown denies the allegation in paragraph 88 of the Amended Complaint to the extent that it implies that the University did not act properly during its investigation or the disciplinary process.

89. Brown denies the allegations as stated in paragraph 89 of the Amended Complaint and leaves Plaintiff to his proof of the same.

90. Brown denies the alleged characterization of the meeting at the Office of Student Life. Brown admits that personnel within the Office of Student Life met with William R. McCormick, III in response to the complaint received against him.

91. Brown denies the alleged characterization of the meeting at the Office of Student Life. Brown admits that personnel within the Office of Student Life met with William R. McCormick, III on September 14, 2006 in response to the complaint alleging "sexual misconduct: non-consensual physical conduct of a sexual nature."

92. Brown admits only that it removed William R. McCormick, III from the campus on an emergency and interim basis in accordance with the Non-Academic Disciplinary Procedures of the University. Brown further admits that, after communication with William R. McCormick's parents, it provided him with air transportation to return to his parents' residence in Wisconsin. Brown advised William R. McCormick, III that he would be provided with a return ticket prior to the University's disciplinary hearing on the complaint.

93. Brown admits only that it provided William R. McCormick, III with transportation to return to his parents' residence in Wisconsin.

94. Brown denies the allegations in paragraph 94 of the Amended Complaint.

95. Brown admits only that it read the complaint over the telephone to William R. McCormick, III, but it denies the remaining allegations as pled in paragraph 95 of the Amended Complaint.

96. Brown admits that Richard Dresdale as an alumni, donor, and parent has been periodically in contact with Brown administrators.

97. Brown denies the allegations in paragraph 97 of the Amended Complaint.

98. Brown denies that allegations in paragraph 98 of the Amended Complaint. Brown acted in accordance with its disciplinary procedures applicable to non-academic matters.

99. Brown denies the allegations in paragraph 99 of the Amended Complaint.

100. Brown denies the allegations in paragraph 100 of the Amended Complaint.

101. Brown denies the allegations in paragraph 101 of the Amended Complaint.

102. Brown denies the allegations in paragraph 102 of the Amended Complaint.

103. Brown denies the allegations in paragraph 103 of the Amended Complaint.

104. Brown denies the allegations in paragraph 104 of the Amended Complaint.

105. Brown denies the allegations in paragraph 105, which inaccurately describe the course of the disciplinary process that was implemented in response to the complaints against William R. McCormick, III.

106. Brown admits that Richard Dresdale is an alumnus of Brown and has made donations to the University.

107. Brown admits that it was made aware that both William R. McCormick, III and Marcella Dresdale had retained private counsel to represent each of them and that such counsel engaged in discussions regarding the complaints against William R. McCormick, III.

108. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 108 of the Amended Complaint.

109. Brown denies the allegations in paragraph 109 of the Amended Complaint, which misstate Brown's policies and investigation of the complaints. Brown lacks knowledge or information sufficient to form a belief regarding whatever subjective beliefs that William R. McCormick, III and his parents may or may not have had.

110. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 110 of the Amended Complaint.

111. Brown admits only that it was aware that counsel for William R. McCormick III and Marcella Dresdale were engaged in private negotiations in or about late September 2006 and during October 2006. Brown denies the remainder of paragraph 111 of the Amended Complaint.

112. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 112 of the Amended Complaint.

113. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 113 of the Amended Complaint.

114. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 114 of the Amended Complaint.

115. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 115 of the Amended Complaint.

116. Brown admits only that no criminal complaint was filed with the Brown Department of Public Safety. Brown lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in paragraph 116 of the Amended Complaint.

117. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 117 of the Amended Complaint.

118. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 118 of the Amended Complaint.

119. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 119 of the Amended Complaint.

120. Paragraph 120 of the Amended Complaint states a conclusion of law and Brown neither admits nor denies the allegations in the paragraph.

121. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 121 of the Amended Complaint.

122. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 122 of the Amended Complaint.

123. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 123 of the Amended Complaint.

124. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 124 of the Amended Complaint.

125. Brown admits that William R. McCormick, III disclosed to Brown that he had a slight case of epilepsy that was not a major concern of his. Except as admitted, Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in the first sentence of paragraph 125 of the Amended Complaint. Regarding the allegations stated in the second sentence, Brown denies any liability or responsibility for the alleged medical conditions stated therein.

126. Brown lacks knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 126 of the Amended Complaint.

127. Brown denies the allegations in paragraph 127 of the Amended Complaint.

128. Brown denies the allegations in paragraph 128 of the Amended Complaint.

129. Brown denies the allegations in paragraph 129 of the Amended Complaint.

130. Brown denies the allegations in paragraph 130 of the Amended Complaint.

COUNT I
BREACH OF CONTRACT

131. Brown repeats and incorporates its responses to paragraphs 1 - 130.

132. Brown denies the allegations in paragraph 132 of the Amended Complaint.

133. Brown denies the allegations in paragraph 133 of the Amended Complaint.

COUNT II
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

134. Brown repeats and incorporates its responses to paragraphs 1 - 133.

135. Brown denies the allegations in paragraph 135 of the Amended Complaint.

136. Brown denies the allegations in paragraph 136 of the Amended Complaint.

137. Brown denies the allegations in paragraph 137 of the Amended Complaint.

138 - 140. Paragraphs 138-140 relate to Defendants other than Brown. To the extent that a response is required, Brown denies that it has any liability to William R. McCormick, III regarding the disputed allegations in this Count.

141. Brown denies the allegations in paragraph 141 to the extent that they are directed to the University.

COUNT III
NEGLIGENCE

142. Brown repeats and incorporates its responses to paragraphs 1 - 141.

143. Brown denies the allegations in paragraph 143 of the Amended Complaint.

144. Brown denies the allegations in paragraph 144 of the Amended Complaint.

145 - 148. Paragraphs 145 - 148 relate to Defendants other than Brown. To the extent that a response is required, Brown denies that it has any liability to Plaintiff regarding the disputed allegations in this Count.

149. Brown denies the allegations in paragraph 149 of the Amended Complaint.

COUNT IV
FALSE IMPRISONMENT

150 - 152. Count IV was dismissed with prejudice pursuant to this Court's Order dated April 28. 2010.

COUNT V
LIBEL

153 - 158. Count V was dismissed without prejudice pursuant to this Court's Order dated April 28, 2010.

COUNT VI
EXTORTION

154 - 162. The allegations in Count VI are directed to Defendants other than Brown. To the extent that a response is required, Brown denies that it has any liability to Plaintiff regarding the disputed allegations in this Count.

COUNT VII
ACTS THAT AMOUNT TO CRIMINALITY

163 - 165. Plaintiff has voluntarily withdrawn Count VII.

COUNT VIII
BREACH OF CONTRACT

166 - 168. Court VIII was dismissed with prejudice pursuant to this Court's Order dated April 28, 2010.

COUNT IX
INTENTIONAL INFLICTION OF EMOTIONAL DISTRESS

169 - 176. Count IX was dismissed without prejudice pursuant to this Court's Order dated April 28. 2010.

COUNT X
NEGLIGENCE

177 - 184. Count X was dismissed without prejudice pursuant to this Court's Order dated April 28, 2010.

RESPONSE TO WILLIAM R. MCCORMICK, III'S PRAYERS FOR RELIEF

185. Brown denies that William R. McCormick, III is entitled to any of the prayers for relief stated in paragraph 185 of the Amended Complaint.

BROWN'S AFFIRMATIVE DEFENSES

Having fully answered the Amended Complaint, as modified by this Court's Order dated April 28, 2010, Brown, for its defenses, states as follows:

First Affirmative Defense

At all times relevant to the allegations stated in the Amended Complaint, the University acted properly in its investigation of and disciplinary process in response to the allegations against William R. McCormick, as stated in Marcella Dresdale's complaints and as reported by other student witnesses.

Second Affirmative Defense

William R. McCormick's III's claims are barred, in whole or in part, by his own conduct.

Third Affirmative Defense

To the extent that a contractual relationship existed between William R. McCormick, III and Brown, his contract claims are barred by the University's fulfillment of all of its contractual obligations.

Fourth Affirmative Defense

William R. McCormick, III's negligence claims are barred, in whole or in part, by his own comparative negligence.

Fifth Affirmative Defense

William R. McCormick, III's claims, in whole or in part, are barred by the doctrine of waiver.

Sixth Affirmative Defense

At all relevant times at issue in the Amended Complaint, Brown acted in accordance with its obligations under Title IX and any other applicable federal and state laws in responding to the allegations against William R. McCormick, III, as reported to Brown.

Seventh Affirmative Defense

Plaintiff's allegations are barred in whole or part by the applicable statute of limitations.

Eighth Affirmative Defense

Brown reserves the right to supplement its affirmative defenses as additional facts are disclosed during the discovery process in this litigation.

WHEREFORE, Brown prays that this Court enter a Final Judgment in its favor and with prejudice to the Plaintiff William R. McCormick, III as to all counts pled against the University in the Amended Complaint, award attorney's fees and costs to Brown, and grant such other relief as just and proper.

JURY TRIAL DEMAND

Brown demands a jury trial to adjudicate all claims and defenses in this litigation that are so triable.

BROWN UNIVERSITY

By Its Attorneys,

/s/ Steven M. Richard

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CERTIFICATE OF SERVICE

I certify that, on May 17, 2010, this document was filed through the Court's CM/ECF system and served electronically upon the following counsel of record:

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